

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	X	
	§	Chapter 11
	§	
LEHMAN BROTHERS HOLDINGS, INC.	§	Case No. 08-13555 (JMP)
et al.,	§	(Jointly Administered)
	§	
Debtors,	§	
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SECURITIES INVESTOR PROTECTION CORPORATION	§	
	§	Adversary No. 08-01420 (JMP)
	§	
Creditor,	§	
	§	
v.	§	
	§	
LEHMAN BROTHERS, INC.	§	
	§	
Defendant,	§	
	§	
	X	

STIPULATION AND ORDER (1) CLARIFYING THAT DATA SERVICES AGREEMENT BETWEEN LEHMAN BROTHERS INC. AND MARKIT GROUP, INC. HAS NOT BEEN ASSUMED AND ASSIGNED PURSUANT TO THE SEPTEMBER 20, 2008 SALE ORDER AND (2) WITHDRAWING THE MOTION OF MARKIT GROUP, INC. FOR CLARIFICATION OR MODIFICATION OF THE SEPTEMBER 20 ORDER

WHEREAS, on or about September 15, 2008, Lehman Brothers Holdings, Inc. and LB 745 LLC (the "Debtors") filed voluntary petitions under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and

WHEREAS, on or about September 19, 2008, the Securities Investor Protection Corporation ("SIPC") commenced a liquidation proceeding against Lehman Brothers International ("LBI") under the Securities Investor Protection Act of 1970, as amended ("SIPA"), 15 U.S.C. Sections 78aaa et seq (the "SIPA Liquidation"), and

WHEREAS, on or about September 17, 2008, the Debtors filed the "*Debtors' Motion to (A) Schedule a Sale Hearing; (B) Establish Sales Procedures; (C) Approve a Break-Up Fee; and (D) Approve the Sale of the Purchased Assets and the Assumption and Assignment of Contracts Relating to the Purchased Assets*" (the "Sale Motion") [Docket No. 60]; and

WHEREAS, on September 20, 2008, the Court granted Debtors' Sale Motion and, *inter alia*, provided for the assumption and assignment to Barclays Capital Inc. ("Purchaser") of certain executory contracts (the "Closing Date Contracts") between the Debtors, LBI and various third parties, pursuant to an Asset Purchase Agreement among the Debtors, LBI and Purchaser (the "Asset Purchase Agreement"); and

WHEREAS, Markit Group Limited ("Markit") and LBI are parties to a Data Services Agreement dated December 3, 2002 and addenda thereto (the "Markit License"); and

WHEREAS, on or about September 29, 2008, Markit filed a "*Motion To (1) Clarify So Much Of The September 19, 2008 Order Authorizing And Approving The Sale Of Assets As Relates To The Assumption And Assignment Of The Data Services Agreement Between Lehman Brothers, Inc. And Markit Partners Limited Or, (2) To The Extent Necessary, Modify So Much Of That Order As Approved The Assignment Of That Agreement To Purchaser Without Markit's Consent*" (the "Clarification Motion"); and

WHEREAS, Markit and the Purchaser have agreed to resolve the issues raised by the Clarification Motion on the terms set forth herein;

NOW, THEREFORE, it is STIPULATED AND AGREED, subject to the approval of the Bankruptcy Court, by and between the undersigned parties, as follows:

1. The Markit License has not been assumed and assigned to Purchaser as a Closing Date Contract (as defined in the Sale Order) or otherwise, and shall not be assumed and assigned

to Purchaser as a Closing Date Contract (as defined in the Sale Order) or otherwise unless and until Markit consents to such assumption and assignment (such consent to be at Markit's sole discretion); and

2. Markit's Clarification Motion shall be, and hereby is, withdrawn.

Dated: October 24, 2008
New York, NY

/s/ Jeffrey W. Levitan

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SO ORDERED

This 30th Day of October 2008

s/ James M. Peck
Hon James M. Peck, U.S.B.J.